

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
Washington, D.C.**

ROAD SPRINKLER FITTERS, UNITED
ASSOCIATION OF JOURNEYMEN AND
APPRENTICES OF THE PLUMBING
AND PIPE FITTING INDUSTRY OF
THE UNITED STATES AND CANADA,
AFL-CIO, LOCAL 669

and

Case 21-CE-374

COSCO FIRE PROTECTION, INC.

and

NATIONAL FIRE SPRINKLER
ASSOCIATION, INC.

Party in Interest

and

FIRETROL PROTECTION SYSTEMS, INC.

Party in Interest

**COUNSEL FOR THE GENERAL COUNSEL'S OPPOSITION
TO RESPONDENT'S MOTION FOR SUMMARY JUDGMENT**

Comes now Counsel for the General Counsel, herein called General Counsel, and
files this opposition to Respondent's motion for summary judgment under Section
102.24(b) of the National Labor Relations Board's Rules and Regulations. This
opposition is based upon the following:

I. Procedural Background

1. On July 10, 2007, Cosco Fire Protection, Inc., herein called the Charging Party, filed the original charge in Case 21-CE-374, alleging that the Road Sprinkler Fitters, United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, AFL-CIO, Local 669, herein called Respondent, entered into an new collective-bargaining agreement containing a facially unlawful “anti-double breasting” provision, in violation of Section 8(e) of the Act (Exhibit 1(a)). The charge was amended on July 24, 2008 (Exhibit 1(b)).
2. On July 29, 2008, the Regional Director of Region 21 issued a Complaint and Notice of hearing in this matter, providing that a hearing in the matter is to be conducted at Region 21 in Los Angeles on September 22, 2008 (Exhibit 2).
3. On August 11, 2008, Respondent filed its Answer to the Complaint, in which it denied certain allegations in whole or in part and also asserted three affirmative defenses (Exhibit 3).
4. On August 25, 2008, Respondent filed with the Board in Washington, D.C., its motion for summary judgment.

II. Respondent’s Motion Should be Denied

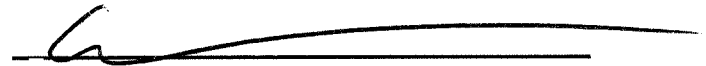
1. Respondent’s motion for summary judgment appears to be based upon the following four arguments: (a) the Respondent has consistently denied that the contractual language alleged in the Complaint to be unlawful, Addendum C, has a cease-doing-business object; (b) Addendum C is not unlawful, as alleged by the General Counsel because it is facially a mere card-check/neutrality clause -- governed by *Heartland Industrial Partners*, 348 NLRB No. 72 (2006) and *Houston Div. of the Kroger*

Company 219 NLRB 388 (1975), not *Northeast Ohio District Council of the United Brotherhood of Carpenters and Joiners (Alessio Construction)*, 310 NLRB 1023 (1993)– with a lawful primary purpose of work preservation; (c) The General Counsel cannot demonstrate that Addendum C is clearly unlawful on its face because, *inter alia*, the General Counsel cannot show that it contains a cease-doing-business object or purpose; and (d) the remedy sought in the Complaint is overbroad because it seeks to require the Respondent to rescind Addendum C in its entirety, part of which language has previously been held to be lawful.

2. This matter should be heard by an Administrative Law Judge (ALJ), and a full record developed to determine which cases do govern the Board's consideration of the challenged contractual provision, given the *full factual context* in which it first became part of the most recent collective-bargaining agreement negotiated with the Respondent in 2007. The General Counsel will work with the Respondent and the Charging Party to seek factual stipulations, to reduce trial time and expense. The General Counsel submits that if a hearing is conducted before an ALJ, evidence will be presented that will establish that, when considered in its full factual context, under Board precedent including *Alessio Construction*, which the General Counsel contends is applicable here, Addendum C has an unlawful secondary object, and violates Section 8(e).
3. The General Counsel submits that based upon the Complaint, and the very arguments made in Respondent's motion, genuine issues exist in this matter which require a hearing. The Board should exercise its discretion and deny Respondent's motion.

4. The General Counsel, thus, respectfully submits that the Respondent's motion should be denied; a notice to show cause should not be issued; and the hearing scheduled for September 22, 2008, should not be postponed indefinitely. The General Counsel respectfully reserves the right to file a full response on the merits of Respondent's motion in the event a notice to show cause is issued.

Respectfully submitted,



Cecelia Valentine,
Counsel for the General Counsel
National Labor Relations Board, Region 21

Dated at Los Angeles, California, this 28th day of August, 2008.

STATEMENT OF SERVICE

I hereby certify that our office contacted the following parties by telephone on the 28th day of August, 2008. We informed each party in this case that the Counsel for the General Counsel's Opposition to Respondent's Motion for Summary Judgment would be filed by E-Filing to the Executive Secretary of the National Labor Relations Board and that each party would be served with a copy of the same documents by overnight mail.

I hereby certify that copies of the Counsel for the General Counsel's Opposition to Respondent's Motion for Summary Judgment were served by overnight mail on the 28th day of August, 2008, on the following parties:

Lester A. Heltzer, Executive Secretary
National Labor Relations Board
Office of the Executive Secretary
1099 14th Street, N.W., Suite 11600
Washington, D.C. 20570

William W. Osborne, Jr., Attorney at Law
Osborne Law Offices
4301 Connecticut Avenue NW, Suite 108
Washington, DC 20008

Laurence S. Zakson, Attorney at Law
Reich, Adell & Cvitan
3550 Wilshire Boulevard, Suite 2000
Los Angeles, CA 90010-2314

Alan R. Berkowitz, Attorney at Law
Bingham McCutcheon LLP
Three Embarcadero Center
San Francisco, CA 94111

Michael Harris, District Manager
Firetrol Protection Services
3696 W 900 S, Suite A
Salt Lake City, UT 84104

John Viniello, President
National Fire Sprinkler Association
40 Jon Barrett Road
Patterson, NY 12563

Respectfully Submitted,



Cecelia Valentine,
Counsel for the General Counsel
NLRB, Region 21

EXHIBIT 1(a)

NATIONAL LABOR RELATIONS BOARD

CHARGE ALLEGING UNFAIR LABOR PRACTICE UNDER SECTION 8(e) OF THE NLRA

INSTRUCTIONS: File an original and 3 copies of this charge, and an additional copy for each organization, each local, and each individual named in item 1 with the NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

CASE NUMBER	DATED FILED	1. CHARGE FILED AGAINST:
21-CE-374	7-10-07	Employer and Labor Organization <input type="checkbox"/> Employer <input type="checkbox"/> Labor Organization <input checked="" type="checkbox"/>

a. Name of Labor Organization (Give full name, including local name and number) Road Sprinkler Fitters, Local 669, U.A.	b. Union Representative to Contact Bradley M. Karbowski	c. Telephone Number (410) 381-4300
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d. Address (Street and number, city, State, and ZIP Code) 7050 Oakland Mills Road, Suite 200, Columbia, Maryland 21046

e. Name of Employer Cosco Fire Protection, Inc.	f. Employer Representative to Contact Dave Kern	g. Telephone Number (714) 974-8770
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h. Location of Plant Involved (Street, city, State, and ZIP Code) 2244 North Pacific Street, Orange, CA 92865
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i. Type of Establishment (Factory, mine, wholesaler, etc.) Installation and repair of automatic fire sprinkler systems	j. Identify Principal Product or Service Fire Protection	k. No. of Workers Employed 650+
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The above-named labor organization or its agents, and/or employer(s) has (have) engaged in and is (are) engaging in unfair labor practices within the meaning of section 8(e) of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the Act.

2. Basis of the Charge (Be specific about facts, names, plants involved, dates, and places.)

Within the past six months, the Union has entered into a new contract agreement containing an "anti-double breasting" provision which is facially unlawful under Section 8(e) of the Act because it seeks to regulate the labor relations of separate and independent business entities.

The Employer requests that the Board seek injunctive relief under Section 10(l) of the Act.

3. Full Name of Party Filing Charge (If labor organization, give full name, including local name and number) Alan R. Berkowitz, Esq.

a. Address (Street and number, city, State, and ZIP Code) Bingham McCutchen LLP, Three Embarcadero Center, San Francisco, CA 94111	b. Telephone Number (415) 393-2636
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4. Full Name of National or International Labor Organization of Which it is an Affiliate or Constituent Unit (To be filled in when charge is filed by a labor organization)

5. DECLARATION

I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.


By (Type/Print name of representative or person filing charge) Alan R. Berkowitz	Title, if any Attorney	Telephone Number (415) 393-2636
Address Bingham McCutchen LLP, Three Embarcadero Center, San	Signature 	Date 7/9/07

EXHIBIT 1(b)

CHARGE ALLEGING UNFAIR LABOR PRACTICE UNDER SECTION 8(e) OF THE NLRA

INSTRUCTIONS: File an original together with four copies and a copy for each additional charged party named in item 1 with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

CASE NUMBER 21 - CE - 374	DATE FILED / / 7-24-08	1. CHARGE FILED AGAINST	
		Employer and Labor Organization <input type="checkbox"/>	Employer <input type="checkbox"/> Labor Organization <input checked="" type="checkbox"/>
Name of Labor Organization (Give full name, including local name and number) Road Sprinkler Fitters, Local 669, U.A.		b. Union Representative to Contact Bradley Karbowski	c. Telephone Number (410) 381-4300
d. Address (Street and number, city, State, and ZIP Code) 7050 Oakland Mills Road, Suite 200, Columbia Maryland 21046			
e. Name of Employer Cosco Fire Protection, Inc.		f. Employer Representative to Contact Dave Kern	g. Telephone No. (714) 974-8770
h. Location of Plant Involved (Street, city, State, and ZIP Code) 2244 North Pacific Street, Orange, CA 92865			
i. Type of Establishment (Factory, mine, wholesaler, etc.) Installation and repair of automatic fire sprinkler systems		j. Identify Principle Product or Service Fire Protection	k. No. of Workers Employed 650+
The above-named labor organization or its agents, and/or employer has (have) engaged in and is (are) engaging in unfair labor practices within the meaning of section 8(e) of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the Act.			
2. Basis of the Charge (Be Specific as to facts, names, plants involved, dates, places, etc.) Within the past six months, the Union has entered into a new contract agreement containing an "anti-double breasting" provision which is facially unlawful under Section 8(e) of the Act because it seeks to regulate the labor relations of separate and independent business entities. The Employer requests that the Board seek injunctive relief under Section 10(l) of the Act.			
3. Full Name of Party Filing Charge (If labor organization, give full name, including local name and number) Cosco Fire Protection, Inc.			
a. Address (Street and number, city, State, and ZIP Code) 2244 North Pacific Street, Orange, CA 92865			b. Telephone Number (714) 974-8770
4. Full Name of National or International Labor Organization of Which It is an Affiliate or Constituent Unit (To be filled in when charge is filed by a labor organization)			
5. DECLARATION By <u>Alan R. Berkowitz</u> I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief. (signature of representative or person making charge) Alan R. Berkowitz, Attorney for Cosco Fire Protection (Print/type name and title or office, if any) Bingham McCutchen, 3 Embarcadero Center, San Francisco, CA (Fax) 415-262-9223 Address (415)-393-2636 7/24/08 (Telephone No.) (date)			

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

EXHIBIT 2

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
Region 21

ROAD SPRINKLER FITTERS, UNITED
ASSOCIATION OF JOURNEYMEN AND
APPRENTICES OF THE PLUMBING
AND PIPE FITTING INDUSTRY OF
THE UNITED STATES AND CANADA,
AFL-CIO, LOCAL 669

and

Case 21-CE-374

COSCO FIRE PROTECTION, INC.

and

NATIONAL FIRE SPRINKLER ASSOCIATION, INC.

Party in Interest

and

FIRETROL PROTECTION SYSTEMS, INC.

Party in Interest

COMPLAINT
AND
NOTICE OF HEARING

Cosco Fire Protection, Inc., herein called Cosco, has charged that the Road Sprinkler Fitters, Local 669, U. A., herein described by its correct name, Road Sprinkler Fitters, United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, AFL-CIO, Local 669, and called Respondent, has been engaging in unfair labor practices as set forth in the National Labor Relations Act, 29 U.S.C. Sec. 151, et. seq., herein called the Act. Based thereon, the General Counsel, by the undersigned, pursuant to

Section 10(b) of the Act and Section 102.15 of the Rules and Regulations of the National Labor Relations Board, herein called the Board, issues this Complaint and Notice of Hearing and alleges as follows:

1. (a) The original charge in this proceeding was filed by Cosco on July 10, 2007, and a copy was served on Respondent by regular mail on July 11, 2007.

(b) The first amended charge in this proceeding was filed by Cosco on July 24, 2008, and a copy was served on Respondent by regular mail on July 25, 2008.

2. (a) At all material times, Cosco, a California corporation, with its principal place of business located in Orange, California, and operations in California, Washington, Oregon, and Alaska, has been engaged as a contractor in the construction industry performing the inspection, installation, and repair of fire suppression devices and alarms.

(b) During the calendar year ending December 31, 2006, a representative period, Cosco, in conducting its business operations described above in paragraph 2(a), purchased and received at its Orange, California facility goods valued in excess of \$50,000 directly from points outside the State of California.

3. Cosco is now, and at all material times has been, an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act, and an employer within the meaning of Section 8(e) of the Act.

4. (a) At all material times, Firetrol Protection Systems, Inc., herein called Firetrol, a Utah corporation, with its principal place of business in Salt Lake City, Utah, and operations in Utah, Texas, Colorado, and Arizona, has been engaged as a contractor in the construction industry performing the inspection, installation, and repair of fire suppression devices and alarms.

(b) Firetrol is now, and at all material times has been, an employer and a person within the meaning of Section 8(e) of the Act.

5. Firetrol and Cosco are separate employers, commonly owned by Consolidated Fire Protection, LLC.

6. (a) Since at least 2000, and at all material times, the National Fire Sprinkler Association, herein called the NFSA, a Delaware corporation with a principal place of business in Patterson, New York, has been an organization composed of various employers engaged in the installation, inspection, and repair of fire suppression devices and alarms throughout the United States. One function of the NFSA is to represent its employer-members in negotiating and administering collective-bargaining agreements with Respondent.

(b) Since at least 2000, and at all material times, Cosco has been an employer-member of the NFSA and has authorized the NFSA to represent it in negotiating and administering collective-bargaining agreements with Respondent.

(c) Based on the facts alleged above in paragraphs 2 and 6(a) and (b), the NFSA and its employer-members referred to above in paragraph 6(a), including Cosco, are, and each of them is, and have been at all material times, employers engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and employers within the meaning of Section 8(e) of the Act.

7. At all material times, Firetrol has not been an employer-member of the NFSA, nor has it been a signatory to any agreement with Respondent.

8. At all material times, Respondent has been a labor organization within the meaning of Section 2(5) of the Act.

9. (a) On or about April 14, 2007, the NFSA, on behalf its employer-members, including Cosco, and Respondent entered into a collective-bargaining agreement, effective by its terms for the period April 1, 2007, through March 31, 2010, herein called the 2007-2010 Agreement..

(b) Contained within the 2007-2010 Agreement is Addendum C, a provision which provides, in relevant part:

...In the event that the Union files, or in the past has filed, a grievance under Article 3 of this or a prior national agreement, and the grievance was not sustained, the Union may proceed under the following procedures with respect to the contractor(s) involved in the grievance:

Should the Employer establish or maintain operations that are not signatory to this Agreement, under its own name or another or through another related business entity to perform work of the type covered by this Agreement within the Union's territorial jurisdiction, the terms and conditions of this Agreement shall become applicable to and binding upon such operations at such time as a majority of the employees of the entity (as determined on a state-by-state, regional or facility-by-facility basis consistent with NLRB unit determination standards) designates the Union as their exclusive bargaining representative on the basis of their uncoerced execution of authorization cards, pursuant to a secret ballot election under the supervision of a private independent third party to be designated by the Union and the NFSA within thirty (30) days of the ratification of this Agreement. The Employer and the Union agree not to coerce employees or to otherwise interfere with employees in their decision whether or not to sign an authorization card and/or to vote in a third party election....

Because the practice of double-breasting is a source of strife in the sprinkler industry that endangers mutual efforts to expand market share for union members and union employers, it is the intention of the parties hereto that this clause be enforced to the fullest extent permitted by law....

(c) By entering into and maintaining the provision described above in paragraph 9(b), Respondent has entered into and maintained an agreement in which the NFSA and its employer-members, including Cosco, have agreed not to do business with any other employer or person.

10. By the conduct described above in paragraphs 9(b) and 9(c), Respondent has been violating Section 8(e) of the Act.

11. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

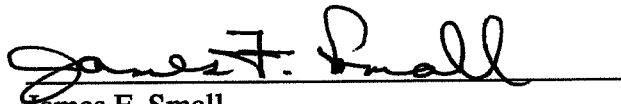
WHEREFORE, as part of the remedy for the unfair labor practices alleged above in paragraphs 9(b) and 9(c), the General Counsel seeks an order requiring that Respondent rescind and give no effect to Addendum C of the 2007-2010 Agreement.

PLEASE TAKE NOTICE that during the calendar call commencing at 1:00 p.m., PDT, on the 22nd day of September, 2008, in Hearing Room 902, 888 South Figueroa Street, Ninth Floor, Los Angeles, California, a hearing will be conducted before an Administrative Law Judge of the Board. At the hearing, Respondent and any other party to this proceeding shall have the right to appear and present testimony regarding the allegations in the complaint. The procedures to be followed at the hearing are described in the attached Form NLRB 4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338. The precise order of all cases to be heard on this calendar call will be determined no later than the close of business on the Friday preceding the calendar call.

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer must be received by this office on or before August 12, 2008, or postmarked on or before August 11, 2008. Respondent should file an original and four (4) copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically by using the E-Filing system on the Agency's website. In order to file an answer electronically, access the Agency's website at <http://www.nlr.gov>, click on **E-Gov**, then click on the **E-Filing** link on the pull-down menu. Click on the "File Documents" button under "Regional, Subregional and Resident Offices" and then follow the directions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. A failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. When an answer is filed electronically, an original and four paper copies must be sent to this office so that it is received no later than three business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

DATED at Los Angeles, California, this 29th day of July, 2008.

A handwritten signature in black ink, reading "James F. Small", written over a horizontal line.

James F. Small
Regional Director, Region 21
National Labor Relations Board
888 South Figueroa Street, Ninth Floor
Los Angeles, CA 90017-5449

Attachments

EXHIBIT 3

UNITED STATES OF AMERICA BEFORE
THE NATIONAL LABOR RELATIONS BOARD
REGION 21

ROAD SPRINKLER FITTERS UNITED
ASSOCIATION OF JOURNEYMEN AND
APPRENTICES OF THE PLUMBING AND
PIPE FITTING INDUSTRY OF THE UNITED
STATES, AND CANADA, AFL-CIO,
LOCAL UNION NO. 669,

and

COSCO FIRE PROTECTION, INC.,

and

NATIONAL FIRE SPRINKLER ASSOCIATION,

Party in Interest,

and

FIRETROL PROTECTION SYSTEMS, INC.

Party in Interest.

.....

Case 21-CE-00374

ANSWER

Road Sprinkler Fitters Local Union No. 669 ("Local 669") hereby
Answers the General Counsel's Complaint in the above-captioned case,
according to its numbered paragraphs, as follows:

1(a). Admitted.

1(b). Admitted.

2(a). Based on information and belief, Local 669 admits the
allegations in Paragraph 2(a).

2(b). Based on information and belief, Local 669 admits the allegations in Paragraph 2(b).

3. Based on information and belief, Local 669 admits the allegations in Paragraph 3.

4(a). Based on information and belief, Local 669 admits the allegations in Paragraph 4(a).

4(b). Based on information and belief, Local 669 admits the allegations in Paragraph 4(b).

5. Local 669 is without sufficient knowledge to admit or deny the allegations in Paragraph 5 and, on that basis, denies them. Local 669 affirmatively states that the allegations in Paragraph 5 are irrelevant to the instant proceeding.

6(a). Based on information and belief, Local 669 admits the allegations in the first sentence of Paragraph 6(a). Local 669 further admits that in contract negotiation and administration with Local 669, the NFSA only represents those employers who have authorized the NFSA to engage in contract negotiation and administration with Local 669 on their behalf. The remaining allegations in Paragraph 6(a) are denied based upon lack of knowledge.

6(b). Admitted.

6(c). Based on information and belief, Local 669 admits that at all material times, Cosco and the NFSA are employers engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act, and are

employers within the meaning of Section 8(e) of the Act. Local 669 is without sufficient knowledge to admit or deny the remaining allegations in Paragraph 6(c) and, on that basis, denies them.

7. Based on information and belief, Local 669 admits that Firetrol has never been signatory to any Collective Bargaining Agreement with Local 669. Local 669 is without sufficient knowledge to admit or deny the remaining allegations in Paragraph 7 and, on that basis, denies them.

8. Admitted.

9(a). Local 669 admits that on or about April 14, 2007, the NFSA, on behalf of the group of employers that delegated their collective bargaining rights to the NFSA with respect to Local 669 (which included Cosco), entered into a Collective Bargaining Agreement with Local 669, effective by its terms from April 1, 2007 through March 31, 2010, herein called the 2007-2010 Agreement.

9(b). Local 669 admits that the 2007-2010 Local 669/NFSA National Agreement contains a provision entitled Addendum C, the text of which speaks for itself. Local 669 denies the allegations in Paragraph 9(b) to the extent it is a selective and incomplete, rather than a verbatim, quotation of the facially valid and lawful terms of Addendum C to the Parties' Agreement.

9(c). Denied.

10. Denied.

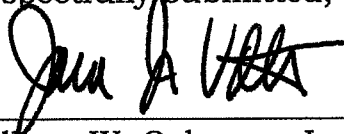
11. Denied.

AFFIRMATIVE DEFENSES

1. The allegations in the Complaint are barred by waiver.
2. The Complaint fails to state a claim upon which relief can be granted.
3. The allegations in the Complaint are barred by the doctrine of estoppel.

WHEREFORE, Local 669 requests that the Complaint be dismissed in its entirety, and that Local 669 be awarded its costs and fees, including attorney's fees incurred in defending against this Complaint.

Respectfully submitted,



William W. Osborne, Jr.
Jason J. Valtos
OSBORNE LAW OFFICES, P.C.
4301 Connecticut Avenue, N.W.
Suite 108
Washington, DC 20008
Phone: (202) 243-3200
Fax: (202) 243-3207

Laurence S. Zakson
REICH, ADELL, & CVITAN
3550 Wilshire Blvd.
Suite 2000
Los Angeles, CA 90010-2314
Phone: (213) 386-3860
Fax: (213) 386-5583

Dated: 8/11/08

CERTIFICATE OF SERVICE

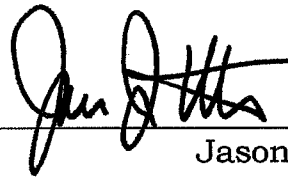
I hereby certify that on August 11, 2008, I served Local 669's Answer
on the Parties listed below, via UPS Overnight Delivery:

James F. Small
Regional Director, Region 21
National Labor Relations Board
888 South Figueroa Street
Ninth Floor
Los Angeles, CA 90017-5449

Alan Berkowitz
Bingham McCutchen, LLP
Three Embarcadero Center
San Francisco, CA 94111
Counsel for Cosco Fire

John Viniello, President
National Fire Sprinkler Association
40 Jon Barrett Road
Patterson, NY 12563

Firetrol Fire Protection
CT Corporation
Attn: Blake Vance, Chief Financial Officer
818 West Seventh Street
Los Angeles, CA 90017



Jason J. Valtos